| AMENDMENT OF SOLICITATI  | ON/MODIFICATI                                 | ON OF CONT           | TRACT          | 1. Contract I    |                    | Page 1 Of 8  |
|--|---|----------------------|----------------|------------------|--------------------|--|
| 2. Amendment/Modification No.  | 3. Effective Date                             | 4. Requisition/Pu    | rchase Req I   |                  |                    | (If applicable)  |
| P00007   | 2004FEB09                                     | SEE SO               | CHEDULE        |                  |                    |  |
| 6. Issued By   | Code W56HZV                                   | 7. Administered l    |                | han Item 6)      |                    | Code S2404A  |
| TACOM WARREN BLDG 231  |   | DCMA VIRGI           | NIA            |                  |                    |  |
| AMSTA-AQ-ABGD  |   | 10500 BATT           | LEVIEW PKW     | Y                |                    |  |
| JOHN STEVES (586)574-7272  |   | SUITE 200            | *** 00100      | 0240             |                    |  |
| WARREN, MICHIGAN 48397-5000  |   | MANASSAS             | VA 20109       | -2342            |                    |  |
| HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: STEVESJ@TACOM.ARMY.MIL                   |   |                      |                |                  |                    |  |
|  |   |                      |                | PAS NONE         |                    | PT HQ0338  |
| 8. Name And Address Of Contractor (No., Stre   | et, City, County, State and                   | l Zip Code)          |                | 9A. Amendmei     | nt Of Solicitation | n No.  |
| MTS TECHNOLOGIES INC   |   |                      |                |                  |                    |  |
| 2800 SHIRLINGTON ROAD  |   |                      |                | 9B. Dated (See   | Item 11)           |  |
| SUITE 1000<br>ARLINGTON, VA. 22206-3614  |   |                      |                |                  |                    |  |
| INCHINGION, VII. 22200 Juli  |   |                      | X              | 10A. Modificat   | tion Of Contrac    | t/Order No.  |
|  |   |                      |                | DAAE07-02-C-     | L060               |  |
| TYPE BUSINESS: Small Disadvantaged   | Business Performing in                        | n U.S.               | \ \            | 10B. Dated (Se   | e Item 13)         |  |
| Code OZ6L7 Facility Code   |   |                      |                | 2002SEP12        | ,                  |  |
| 11. T  | HIS ITEM ONLY APPLI                           | ES TO AMENDMI        | ENTS OF SO     | LICITATION       | S                  |  |
| The above numbered solicitation is amend   | led as set forth in item 14.                  | The hour and date    | specified for  | r receipt of Off | fers               |  |
| is extended, is not extended.  |   |                      | •              | •                |                    |  |
| Offers must acknowledge receipt of this amo  | endment prior to the hour                     | and date specified i | n the solicita | ition or as ame  | nded by one of t   | the following methods:   |
| (a) By completing items 8 and 15, and return   | ning copies                                   | of the amendments:   | (b) By ackn    | owledging rece   | eipt of this ame n | ndment on each copy of the   |
| offer submitted; or (c) By separate letter or  | 0   |                      |                |                  |                    |  |
| ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION                      |   |                      |                |                  |                    |  |
| change may be made by telegram or letter, p  |   |                      |                |                  |                    |  |
| opening hour and date specified.   | • 10  |                      |                |                  |                    |  |
| 12. Accounting And Appropriation Data (If rec<br>ACRN: AD NET INCREASE: \$195,529.36 | quired)                                       |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
| 13. THIS KIND MOD CODE: 6  | ITEM ONLY APPLIES T<br>It Modifies The Contra |                      |                |                  | DERS               |  |
| A. This Change Order is Issued Pursua  |   | act/Offder No. As D  | escribed III I |                  | anges Set Forth    | ı In Item 14 Are Made In   |
| The Contract/Order No. In Item 10.   |   |                      |                |                  | unges see I of the | THE RECEIPT OF THE PARTY OF THE |
| B. The Above Numbered Contract/Orde<br>Set Forth In Item 14, Pursuant To T           |   |                      | Changes (su    | ch as changes i  | in paying office,  | appropriation data, etc.)  |
| C. This Supplemental Agreement Is En   | ered Into Pursuant To Au                      | thority Of:          |                |                  |                    |  |
| D. Other (Specify type of modification a   | and authority) Exercise                       | Option               |                |                  |                    |  |
| E. IMPORTANT: Contractor is not,   | X is required to sign                         | this document and    | l roturn       |                  | copies to the Issu | uing Office  |
| 14. Description Of Amendment/Modification (  | <u> </u>                                      |                      |                |                  | •                  |  |
|  | g,  | g.,                  | ,              | <b>,</b>         |                    |  |
| SEE SECOND PAGE FOR DESCRIPTION  |   |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
|  |   |                      |                |                  |                    |  |
|  |   |                      | 40.            |                  |                    |  |
| Except as provided herein, all terms and condi<br>and effect.                        | tions of the document refe                    | renced in item 9A o  | r 10A, as hei  | retofore chang   | ed, remains unc    | hanged and in full force   |
| 15A. Name And Title Of Signer (Type or print)  | )   | 16A. Name            | And Title C    | Of Contracting   | Officer (Type o    | r print)   |
| - · · · · ·  |   | JOHN M.              | HOPFNER        |                  |                    |  |
| 15B. Contractor/Offeror  | 15C. Date Signed                              |                      | d States Of A  | Y.MIL (586)5     | 1.4-1010           | 16C. Date Signed   |
| 200, Contractor/Official   | 130. Date Signed                              | Tob. Unite           | a paus Of F    | ica              |                    | 100. Dan Signeu  |
|  | _   | Ву                   |                | /SIGNED/         |                    | 2004FEB09  |
| (Signature of person authorized to sign)   |   |                      | Signature of   | Contracting C    |                    | 001/40 (5555   |
| NSN 7540-01-152-8070   |   | 30-105-02            |                |                  | STANDARD F         | ORM 30 (REV. 10-83)  |

### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L060

MOD/AMD P00007

Page 2 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Voice Interactive Device Technology

PURPOSE OF MODIFICATION: Mentor-Protege Program (CLIN 0003)

PRIOR CONTRACT AMOUNT: \$2,538,137.62

CONTRACT AMOUNT REVISED THIS ACTION:\$ 195,529.36

CURRENT CONTRACT AMOUNT: \$2,733,666.98

PRIOR OBLIGATED AMOUNT: \$2,538,137.62

AMOUNT OBLIGATED THIS ACTION: \$ 195,529.36

TOTAL OBLIGATED AMOUNT: \$2,733,666.98

The purpose of this modification is to incorporate the Mentor-Protege Agreement between MTS Technologies (the Mentor) and Performanced-based Solutions, Inc.(the Protege) (as approved by letter dated 23 September 2003 from the Department of Defense, Office of Small and Small Disadvantaged Business Utilization for participation in the Department of Defense Mentor-Protege Program) into the contract (hereinafter referred to as the Mentor-Protege Agreement). The total amount for one year of contractor performance of the Mentor-Protege Agreement is \$195,529.36 on a cost-only basis.

This is a bilateral modification.

The contract is modified as follows:

- 1. Section B is updated to reflect the incorporation of additional funding increment in the amount of \$195,529.36 under CLIN 0003 along with applicable payment information.
- 2. Section F is updated to reflect the period of performance of the Mentor-Protege CLIN 0003. With the addition of CLIN 0003, the contract period of performance is extended to February 10, 2005.
- 3. Section G is updated to reflect the incorporation of the applicable accounting data.
- 4. Section H is revised to reflect the addition of paragraph H.3 which incorporates the Mentor-Protege Agreement into the contract by reference.
- 5. The contract clause entitled "Limitation of Cost", FAR 52.232.20, is incorporated into the contract by reference, with application to CLIN 0003 only.
- 6. As a result of this Modification P00007, the total contract amount is increased by \$195,529.36, from \$2,538,137.62 to \$2,733,666.98 and the total obligated amount is increased by \$195,529.36, from \$2,538,137.62 to \$2,733,666.98. The funding breakout for this action is summarized below:

| CLIN 0001             | Previous Contract Amount | Amount This Action | <u>Total Amount</u> |
|-----------------------|--------------------------|--------------------|---------------------|
| Estimated Cost:       | \$ 2,361,057.95          | -0-                | \$ 2,361,057.95     |
| Fixed-Fee:            | \$ 177,079.67            | -0-                | \$ 177,079.67       |
| Total Estimated Cost: | \$ 2,538,137.62          | -0-                | \$ 2,538,137.62     |
|                       |                          |                    |                     |
| CLIN 0003 (Cost-Only) | \$ -0-                   | \$ 195,529.36      | \$ 195,529.36       |

4. Except as specifically provided for in this Modification P00007 all other terms and conditions of Contract DAAE07-02-C-L060 as previously modified remain unchanged and in full force and effect.

# Reference No. of Document Being Continued **MOD/AMD** P00007

PIIN/SIIN DAAE07-02-C-L060

Page 3 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

| UNIT U | UNIT PRICE | AMOUNT         |
|--------|------------|----------------|
|        |            |                |
| LO     |            | \$2,538,137.62 |
|        |            |                |
|        |            |                |
|        |            |                |
|        |            |                |
|        |            |                |
|        |            |                |
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|        |            |                |

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-L060

**MOD/AMD** P00007

Page 4 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

| ITEM NO | SUPPLIES/SERVICES SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT        |
|---------|--|----------|------|------------|---------------|
| 000105  | VOICE INTERACTIVE DEVICE (VID) TECHNOLOGY  NOUN: MTS TECHNOLOGIES  PRON: J622H840J6 PRON AMD: 01 ACRN: AC  AMS CD: 51108309009  (AMOUNT: \$ 24,214.08) |          |      |            | ESTIMATED     |
| 000106  | VOICE INTERACTIVE DEVICE (VID) TECHNOLOGY  NOUN: NAC PRON: E132C531EH PRON AMD: 01 ACRN: AB AMS CD: 622601H7711 (AMOUNT: \$ 338,963.54)                |          |      |            |               |
| 0003    | MENTOR PROTEGE PROGRAM  NOUN: MENTOR PROTEGE PROGRAM SECURITY CLASS: Unclassified  | 1        | LO   |            | \$ 195,529.36 |
|         | Inspection and Acceptance INSPECTION: Destination  |          |      |            |               |
| 000301  | MENTOR PROTEGE PROGRAM  NOUN: MENTOR PROTEGE PRON: R342V004R3 PRON AMD: 01 ACRN: AD CUSTOMER ORDER NO: DSAM20402 (AMOUNT: \$ 195,529.36)               |          |      |            |               |
|         |  |          |      |            |               |

### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L060

MOD/AMD P00007

Page 5 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

#### B.1 <u>Estimated Cost and Payment</u>

- B.1.1 The estimated cost for performance of the work required under this contract is set forth in Section B. In consideration of performance of the work specified under CLINs 0001 the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0001. The total amount shown for CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Funds", but neither the Government nor the Contractor guarantee the accuracy of said estimate.
- B.1.2 The contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.
- B.1.3 The estimated cost for performance of the work required under cost-only CLIN 0003 of this contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0003 the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0003. The total amount shown for CLIN 0003 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimate.
- B.1.3 Allowable cost for CLINs 0001 and 0003 shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

#### B.2 Payment

- B.2.1 CLIN 0001. The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.
- B.2.2 CLIN 0003. The contractor may submit public vouchers quarterly on a cost-only basis for payment under CLIN 0003 of this contract.

#### B.3 Funding

B.3.1 The Government shall provide funds under CLIN 0001 of this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

#### B.3.2 Funding Schedule (CLIN 0001)

Performance Period Amount

FY02 - Award through Dec 31, 2002 \$ 500,000.00

FY03 - Jan 1, 2003 through Nov 30, 2003 \$ 1,374,960.00

FY04 - Dec 1, 2003 through Completion \$ 663,177.62

- B.3.2.1 Funds Obligated (CLIN 0001). The amount of funds currently obligated under CLIN 0001 of this contract is \$2,538,137.62. CLIN 0001 of the contract is fully funded.
- B.3.3 Funds Obligated (CLIN 0003). The amount of funds obligated under CLIN 0003 of this contract is \$195,529.36.

### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L060

MOD/AMD P00007

Page 6 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

SECTION F - DELIVERIES OR PERFORMANCE

#### DELIVERIES OR PERFORMANCE

#### F.1 <u>Hardware Delivery</u>

F.1.1 All hardware shall be delivered F.O.B. destination to the following address:

Commander

U.S. Army Tank-Automotive and Armaments Command

Receiving Dock

ATTN: AMSTA-TR-N, Mitchell Kozera

Warren, MI 48397-5000

- F.2 Performance Period (CLIN 0001)
- F.2.1 All work required under this contract shall be completed by July 15, 2004. The contractor shall deliver:
- F.2.1.1 Report entitled "Voice Interactive Device (VID) Recommendation for Army Technology Demonstrations" four (4) months after contract award.
- F.2.1.2 One (1) prototype voice interactive diagnostic embedded computer system installed on a HEMTT VID2/LHS M1120A2R1 by August 25, 2003.
- F.2.1.3 One (1) User Manual and Training Manual and Tutorial applicable to the HEMTT VID2/LHS M1120A2R1 platform prototype by August 25. 2003.
- F.2.1.4 One (1) User Manual and Training Manual and Tutorial applicable to the FMTV M1078A1 platform prototype by July 15, 2004.
- F.2.1.5 Conduct three (3) FMTV M1078 demonstrations by July 15, 2004.
- F.2.1.6 A Summary Report by July 15, 2004.
- F.2.1.7 The contractor shall deliver a Performance Specification document entitled "Performance Specification for HEMTT VID2/LHS M1120A2R1 System Upgrade" by August 25, 2003.
- F.2.1.8 The contractor shall deliver one (1) Engineering Drawing Package for the HEMTT VID2/LHS M1120A1R1 module prototype on or before August 25, 2003.
- F.2.1.9 The contractor shall deliver one (1) prototype VID2 voice interactive embedded computer system installed on a FMTV M1078 truck by May 15, 2004.
- F.2.1.10 The contractor shall deliver a CD with functional diagnostic parameters on the HEMTT VID2/LHS M11120A2R1 (C.2.7.2) within two (2) weeks of award of Modification P00005.
- F.2.1.11 The contractor shall deliver a CD and Data Sheet containing operating performance measurements/readings required by paragraph C.2.7.2 by October 17, 2003.
- F.3 Period of Performance (CLIN 0003)

The period of performance under CLIN 0003 shall be from the date of award of Modification P00007 to this contract through February 10, 2005.

F.3.1 The contractor shall also provide copies of all reports and requests for payments required under the Mentor-Protege Agreement to the COR and PCO.

| CONTINUATION SHEET                                  |                         | ET          | Reference No. of Document Being Continued |                            |                               |    |                          | Page 7 of 8           |                     |  |
|---|-------------------------|-------------|---|----------------------------|-------------------------------|----|--------------------------|-----------------------|---------------------|--|
| COMMINION SHEET                                     |                         |             |   | PIIN/SIIN DAAE07-02-C-L060 |                               |    | MOD/AMD P000             | <b>MOD/AMD</b> P00007 |                     |  |
| Name of Offeror or Contractor: MTS TECHNOLOGIES INC |                         |             |   |                            |                               |    |                          |                       |                     |  |
| ECTION  | 1 G - CONTRACT ADMINIS  | STRATION    | DATA                                      |                            |                               |    |                          |                       |                     |  |
|   | PRON/                   |             |   |                            |                               |    |                          |                       |                     |  |
| INE   | AMS CD/                 |             | OBLG STAT/                                |                            |                               |    | INCREASE/DECREASE        |                       | CUMULATIVE          |  |
| TEM_  | MIPR                    | <u>ACRN</u> | JOB ORD NO                                | _                          | PRIOR AMOUNT                  |    | AMOUNT                   |                       | AMOUNT              |  |
| 00301   | R342V004R3<br>DSAM20402 | AD          | 2   | \$                         | 0.00                          | \$ | 195,529.36               | \$                    | 195,529.36          |  |
|   |                         |             |   |                            | NET CHANGE                    | \$ | 195,529.36               |                       |                     |  |
| ERVICE  |                         |             |   |                            |                               |    | ACCOUNTING               |                       | INCREASE/DECREASI   |  |
| <b>NAME</b><br>efense                               | BY ACRN Agencies AD     |             | <u>UNTING CLASS</u><br>240300112040       |                            | <u>ON</u><br>0072559DSAM20402 |    | <u>STATION</u><br>S49447 | \$                    | AMOUNT<br>195,529.3 |  |
|   |                         |             |   |                            |                               |    | NET CHANGE               | \$                    | 195,529.3           |  |

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 NET CHANGE FOR AWARD:
 \$ 2,538,137.62
 \$ 195,529.36
 \$ 2,733,666.98

### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L060

MOD/AMD P00007

Page 8 of 8

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H.1 GOVERNMENT FURNISHED EQUIPMENT
- ${\tt H.1.1}$  HEMTT LHS M1120A2R1 Truck to be made available by July 21, 2003.
- H.1.2 VID Hardware and Software from Contract DAAE07-01-C-L078.
- H.1.3 Developed Software.
- H.1.4 FMTV M1078A1 Truck to be provided by September 1, 2003.
- H.1.5 Existing FMTV M1078A1 and HEMTT LHS M1120A2R1 IETMs to be provided September 15, 2003.
- H.1.6 Commercial Thermal Imaging Night Vision Scope to be provided by January 15, 2003.
- H.2 PRE-CONTRACT COSTS
- H.2.1 The contractor was authorized pre-contract costs in advance of contract award by PCO letters dated July 31, 2002 and September 6, 2002 which are incorporated into the contract as Attachment 1 (See Section J). The work identified in Attachment 1 shall be deemed to have been performed and the costs incurred after award of this contract, subject to the costs ceilings specified therein.
- H.3 The Mentor-Protege Agreement between MTS Technologies, Inc. (Mentor firm) and Performance-based Solutions, Inc. (Protege firm) as approved, by letter dated September 23, 2003, by the Department of Defense, Office of the Small and Small Disadvantaged Business Utilization is incorporated by reference.

\*\*\* END OF NARRATIVE H 001 \*\*\*